

ADMINISTRATION DEPARTMENT

JAMES MIELKE, COUNTY ADMINISTRATOR

127 East Oak Street, Juneau, Wisconsin, 53039 (920) 386-4251

**County Project and Issue Update
Volume 16 April 2016**

Temporary Handicap Parking – County Board Meeting: As a result of the Administration Building roofing project the normal handicap parking area adjacent to the building is closed. As of Wednesday April 13th, the contractor has indicated the project will not be completed by the 19th. Russell Freber has received permission from Juneau Police Chief Dave Beal to establish temporary public handicap parking along Miller Street on April 19th for the County Board meeting.

The completion of the roofing project was delayed due to the recent wet weather and an issue was discovered related to wet insulation on the south side of the building roof. The insulation issue has been addressed and the project is moving forward.

Regional Collaboration Efforts – Economic Development: Preliminary discussion has taken place with representatives of Jefferson County regarding potential collaboration related to regional economic development efforts. Moving forward there is discussion of having a presentation to the Executive Committee and based upon Committee input to the County Board. The presentation would be by Genevieve Coady, Director Economic Development Consortium and Ben Wehmeier, County Administrator. The Executive Committee presentation is currently scheduled for May 2nd.

Mid-Wisconsin Federated Library System (MWFLS): The Merger Study Committee which I am a member continues to meet on an every other week basis through May 5th. The meetings have been productive and provide an opportunity for input to the Joint Negotiation Committee (Eastern Shores Library System / Mid-Wisconsin Federated Library System).

Recent discussion has focused on the potential governance structure. The Eastern Shores system historically has been one vote per library regardless of the size of the library. The MWFLS has used a weighted vote system for only budgetary issues. There has been discussion related to a weighted vote for all issues of a merged system.

Another discussion topic is the operating platform used by both systems. Eastern Shores utilizes Polaris, MWFLS uses SirsiDynix. Input of the librarians is being sought along with a comparison of the two operating systems.

There appears to be agreement regarding having Sheboygan as the designated resource library of a merged system. Sheboygan is the existing resource library for the Eastern Shores system, West Bend is the resource library for MWFLS.

Neosho Satellite Highway Shop Project: Based on weather / soil conditions, initial site work is scheduled to begin Monday April 25th. If all goes well, footings may be poured the first week of May.


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MEMORANDUM

TO: Members, Dodge County Board of Supervisors

FROM: John F. Corey
Corporation Counsel 

DATE: April 19, 2016

RE: Rules and Procedures for Elections

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1. Elections will be held today.
 2. It is important to state the basic rules and procedures before elections begin.
 3. When the term "majority vote" or "majority" is used without qualification, it means more than half of the votes cast by persons legally entitled to vote, excluding blanks or abstentions, at a regular or specially-called meeting at which a quorum is present.
 4. In elections, for purposes of computing the majority, the number of ballots cast is used, not the number of members present, and not the number of members-elect. In recording the ballots cast, the tellers do not count blanks. All blanks shall be ignored as scrap paper, since members who do not wish to vote may adopt this method of concealing the fact.
 5. In election of any office of the County Board – Chairman, First Vice Chairman, or Second Vice Chairman, it is not necessary for voters to sign the back of their ballots.
 6. If any office of the County Board – Chairman, First Vice Chairman, or Second Vice Chairman – remains unfilled after the first ballot, as may

happen if there are more than two candidates, the balloting will be repeated for that office as many times as necessary to obtain a majority vote for a single candidate. When repeated balloting for an office is necessary, the names of all candidates will be kept on the ballot. The candidate receiving the lowest number of votes will not be removed from the next ballot.

7. In election of members of a committee, if a voter wishes his or her ballot to be counted, the voter must sign his or her name on one side of the ballot and the voter must set forth on the other side of the ballot the name of a candidate for the position which is being voted on. If a voter does not perform both of the following two actions on the same ballot, then that ballot will not be counted:
 - A. Sign his or her name on one side of the ballot; and,
 - B. Set forth on the other side of the ballot the name of a candidate for the position which is being voted on.
8. In election of members of a committee, if more than the prescribed number of candidates receive a majority vote, membership of the committee will be filled by the prescribed number of candidates receiving the largest number of votes. If less than the prescribed number of candidates receive a majority vote, those candidates who have received a majority vote are elected, and all other candidates remain on the ballot for the necessary repeated balloting.
9. If it is necessary to break a tie vote, it will be done by repeated balloting until the tie is broken.

JFC:kl


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MEMORANDUM

TO: Members, Dodge County Board of Supervisors

FROM: John F. Corey
Corporation Counsel 

DATE: April 19, 2016

RE: Use of Secret Ballots to Elect County Board Chairman, First Vice
Chairman, and Second Vice Chairman

Section 19.88 (1), of the *Wisconsin Statutes*, states as follows:

“(1) Unless otherwise specifically provided by statute, no secret ballot may be utilized to determine any election or other decision of a governmental body **except** the election of the officers of such body in any meeting.” (emphasis supplied)

I suggest that before elections begin for the County Board Chairman, First Vice Chairman and the Second Vice Chairman the County Board take formal action, by motion, second, discussion and vote, to decide whether or not it will use secret ballots to elect the County Board Chairman, the First Vice Chairman, and the Second Vice Chairman.

JFC:kl

Dodge County Board of Supervisors
March 15, 2016 – 7:00 p.m.
Administration Building - Juneau, Wisconsin

The March session of the Dodge County Board of Supervisors was called to order by Chairman Russell Kottke at 7:00 p.m. in the County Board Room on the fourth floor of the Administration Building, located at 127 East Oak Street, Juneau.

The Board rose to say the Pledge of Allegiance.

Roll call was taken by the Clerk with all Supervisors being in attendance with the exception of Supervisor Marsik who had previously asked to be excused.

A motion was made by Supervisor Mattson and seconded by Supervisor Duchac to approve the minutes of the February 17, 2016, session of the County Board as recorded, and dispense with the reading of the minutes. The motion passed by acclamation with no negative votes cast, and was so ordered by the Chairman.

Communications on File

Karen J. Gibson, County Clerk, read a letter dated February 23, 2016 from the Dodge County City Leaders Consortium (DCCLC), requesting the county leaders collaborate with the DCCLC regarding the potential to share any funds from the county's 0.5% sales tax revenues. The clerk noted that Resolutions in support of collaboration from the following municipalities were included with the letter; City of Beaver Dam, City of Fox Lake, City of Hartford, City of Horicon, City of Juneau, City of Mayville, City of Watertown, and City of Waupun. The Chairman ordered these be placed on file. The Clerk continued by reading a letter dated March 15, 2016 from the City of Horicon, 2nd District Alderperson, Nathan Anfinson, in support of the Gold Star Memorial Trail and support of dispersing the 0.5% sales tax back to local government. The Chairman ordered this be placed on file.

Special Orders of Business

Chairman Kottke called for the First Special Order of Business: Confirm appointments made by County Administrator, James Mielke. Re-Appoint Robert Ballweg to the Loan Advisory Committee for a one year term, commencing on March 17, 2016 to March 17, 2017, both inclusive. A motion to approve the re-appointment was made by Supervisor Maly and seconded by Supervisor Bischoff. The motion passed by acclamation with no negative votes cast, thereby approving the re-appointment.

Mr. Mielke then re-appointed MaryAnn Miller, Alixe Bielot, Tracy Scheffler, Alexandria Harvanik, and Mike Gelhausen to the Library Planning Committee for two year terms, commencing on April 17, 2016 to April 17, 2018, both inclusive. A motion to approve the re-appointments was made by Supervisor Schraufnagel and seconded by Supervisor Grebel. The motion passed by acclamation with no negative votes cast, thereby approving the re-appointments.

Chairman Kottke called upon Supervisor Schaefer, Chairman of the Planning Development and Parks Committee who introduced Bill Ellenbeck, Manager of Parks and Trails in Dodge County. Mr. Ellenbeck introduced Andy Nelson, Group Leader for the Gold Star Memorial Trail Citizen Committee, Glenn Daily, Friends of Dodge County Parks member, Greg Gassen, Gold Star Memorial Trail Committee member and Barb Gassen Gold Star Memorial Trail Committee member and Friends of Dodge County Parks member. Mr. Nelson gave a presentation on the status of the Gold Star Memorial Trail, Phase 1 and Phase 2, and information on the grants available and fund raising efforts within the community.

Chairman Kottke then called upon Supervisor Johnson, Chairman of the Highway Committee, who introduced Brian Field, Highway Commissioner. Mr. Field gave a presentation on the concerns with the current Neosho Highway Shop and stated the Highway Department has outgrown the current site. He further described the plan for the proposed facility and site, and explained the long term benefits for a new facility. Questions by Supervisors Greshay, and Maly answered by Mr. Field. Comment by Supervisor Grebel.

Chairman Kottke called upon Supervisor Caine who commented that he supports Resolutions 15-93 - New Alto-Schaam Combi Oven, Resolution 15-88 - Construction of the Neosho Highway Shop, and Ordinance 950 – All-Terrain and Utility Terrain Vehicle Route Ordinance and has signed both Resolutions and the Ordinance.

The following Resolutions, Report, Ordinance and Claim were read by the Clerk and acted upon by the Board:

Resolution No. 15-87 Support Gold Star Memorial Trail – Phase 2 – WISDOT 2016-2020 Transportation Alternatives Program Application – Planning Development and Parks Committee. A motion for adoption was made by Supervisor Frohling and seconded by Supervisor Schaefer. Questions by Supervisors Mattson, Grebel, Stousland, and Muche answered by Bill Ellenbeck, Manager of Parks and Trails. Comments by Supervisors Muche, Derr, Berres, Hilbert, Frohling, Maly, and Gohr. The vote was cast with 24 ayes and 7 noes, thereby adopting the Resolution.

Ayes: Pollesch, Kottke, Nelson, J. Bobholz, Grebel, Greshay, Kriewald, Schaefer, Johnson, Schraufnagel, Bischoff, Caine, Behl, Houchin, Frohling, Schmidt, Duchac, Nickel, Maly, Hilbert, Miller, Stousland, Derr, Mattson. Total 24.

Noes: M. Bobholz, Uttke, Adelmeyer, Muche, Gohr, Berres, Roesch. Total 7.

Absent: Marsik. Total 1.

Resolution No. 15-88 Approve Construction of a New Vehicle Storage Building in the Village of Neosho – Highway Committee. A motion for adoption was made by Supervisor Caine and seconded by Supervisor Johnson. Questions by Supervisors Stousland and Maly answered by Supervisor Johnson and Brian Field, Highway Commissioner. Comments by Supervisors Behl, J. Bobholz, Caine, and Johnson. The vote was cast with 29 ayes and 2 noes, thereby adopting the Resolution.

Ayes: Pollesch, Kottke, M. Bobholz, Nelson, J. Bobholz, Grebel, Greshay, Kriewald, Schaefer, Uttke, Adelmeyer, Muche, Johnson, Schraufnagel, Bischoff, Caine, Berres, Houchin, Roesch, Frohling, Schmidt, Duchac, Nickel, Maly, Hilbert, Miller, Stousland, Derr, Mattson. Total 29.

Noes: Gohr, Behl. Total 2.

Absent: Marsik. Total 1.

Resolution No. 15-89 General Fund Transfer - \$2 million for the Purpose of Financing a Portion of the Cost of the Construction of a New Highway Department Satellite Shop in the Village of Neosho - Finance Committee. A motion for adoption was made by Supervisor Grebel and seconded by Supervisor Muche. Question by Supervisor Hilbert answered by Supervisor Frohling. The vote was cast with all voting in the affirmative, thereby adopting the Resolution.

Resolution No. 15-90 Authorize Purchase of Six New Mobile Radios – Law Enforcement Committee. A motion for adoption was made by Supervisor Miller and seconded by Supervisor Bischoff. The vote was cast with all voting in the affirmative, thereby adopting the Resolution.

Resolution No. 15-91 Authorize Purchase of One New Cargo Van – Law Enforcement Committee. A motion for adoption was made by Supervisor Schraufnagel and seconded by Supervisor Bischoff. The vote was cast with all voting in the affirmative, thereby adopting the Resolution.

Resolution No. 15-92 Authorize Purchase of Boat, Motor, and Trailer – Law Enforcement Committee. A motion for adoption was made by Supervisor Miller and seconded by Supervisor Schraufnagel. Question by Supervisor Grebel answered by Sheriff Dale Schmidt. The vote was cast with 30 ayes and 1 no, thereby adopting the Resolution.

Ayes: Pollesch, Kottke, M. Bobholz, Nelson, J. Bobholz, Grebel, Greshay, Kriewald, Schaefer, Uttke, Adelmeyer, Muche, Gohr, Johnson, Schraufnagel, Bischoff, Caine, Behl, Houchin, Roesch, Frohling, Schmidt, Duchac, Nickel, Maly, Hilbert, Miller, Stousland, Derr, Mattson. Total 30.

No: Berres. Total 1.

Absent: Marsik. Total 1.

Resolution No. 15-93 Authorize Purchase of New Alto-Schaam Combi Oven – Building Committee. A motion for adoption was made by Supervisor Schmidt and seconded by Supervisor Caine. The vote was cast with all voting in the affirmative, thereby adopting the Resolution.

Resolution No. 15-94 Authorize Transfer of Astico Park Insurance Recovery Money from Year 2015 Budget to the 2016 Budget – Planning Development and Parks Committee. A motion for adoption was made by Supervisor Grebel and seconded by Supervisor Maly. The vote was cast with all voting in the affirmative, thereby adopting the Resolution.

Resolution No. 15-95 Set County Board Chairman's Salary – Executive Committee. A motion for adoption was made by Supervisor Maly and seconded by Supervisor Schaefer. Comments by Supervisors Miller and J. Bobholz. At this time, Supervisor J. Bobholz made a motion to amend the Resolution by changing the third Whereas, point three, and the So, Now, Therefore, Be It Resolved paragraphs to say, "Chairman's salary and compensation should be \$12,000.00 per year plus meeting payments when a published member of said committee and mileage for the committee meetings attended". The motion was seconded by Supervisor Houchin. Questions by Supervisors Derr and Frohling answered by Chairman Kottke and Supervisor J. Bobholz. Comments by Supervisors Pollesch, Miller, Mattson, and Houchin. The vote was cast on the amendment with 12 ayes and 19 noes, thereby defeating the amendment.

Ayes: M. Bobholz, Nelson, J. Bobholz, Kriewald, Uttke, Gohr, Bischoff, Berres, Houchin, Roesch, Miller, Stousland. Total 12.

Noes: Pollesch, Kottke, Grebel, Greshay, Schaefer, Adelmeyer, Muche, Johnson, Schraufnagel, Caine, Behl, Frohling, Schmidt, Duchac, Nickel, Maly, Hilbert, Derr, Mattson. Total 19.

Absent: Marsik. Total 1.

The vote was then cast on the Resolution with 23 ayes and 8 noes, thereby adopting the Resolution.

Ayes: Pollesch, Kottke, Nelson, Grebel, Greshay, Kriewald, Schaefer, Uttke, Adelmeyer, Muche, Johnson, Schraufnagel, Bischoff, Caine, Behl, Frohling, Schmidt, Duchac, Nickel, Maly, Hilbert, Derr, Mattson. Total 23.

Noes: M. Bobholz, J. Bobholz, Gohr, Berres, Houchin, Roesch, Miller, Stousland. Total 8.

Absent: Marsik. Total 1.

Resolution No. 15-96 Amend Town of Emmet Zoning Ordinance – Supervisor Behl. A motion for adoption was made by Supervisor Behl and seconded by Supervisor Schaefer. The vote was cast with all voting in the affirmative, thereby adopting the Resolution.

Resolution No. 15-97 Authorize Purchase of Consulting Services as set Forth in the Government Finance Officers Association (GFOA) Proposal – Finance and Information Technology Committees. A motion for adoption was made by Supervisor Schaefer and seconded by Supervisor Bischoff. Questions by Supervisors Greshay and Gohr answered by James Mielke, County Administrator. Comment by Supervisor Derr. The vote was cast with all voting in the affirmative, thereby adopting the Resolution.

Report No. 1 Annual County Board/Appointed Officials Compensation – Audit Committee. The Chairman ordered this be placed on file.

Ordinance No. 1 Ordinance No. 950 – All-Terrain Vehicle and Utility Terrain Vehicle Route Ordinance – Highway Committee. A motion for adoption was made by Supervisor Caine and seconded by Supervisor Johnson. Questions by Supervisors Pollesch, Stousland, Gohr and Nelson answered by Sheriff Dale Schmidt and Brian Field, Highway Commissioner. Comment by Supervisor Berres. The vote was cast with 30 ayes and 1 no, thereby adopting the Resolution.

Ayes: Pollesch, Kottke, M. Bobholz, Nelson, J. Bobholz, Grebel, Greshay, Kriewald, Schaefer, Uttke, Adelmeyer, Muche, Gohr, Johnson, Schraufnagel, Bischoff, Caine, Behl, Berres, Houchin, Roesch, Frohling, Schmidt, Duchac, Maly, Hilbert, Miller, Stousland, Derr, Mattson. Total 30.

No: Nickel. Total 1.

Absent: Marsik. Total 1.

Claim No. 1 A claim by Sandi Kitelinger and family for money damages in the amount of \$17,596 was received in the Dodge County Highway Department on January 29, 2016. This claim arises from a flooding event that is alleged to have occurred on July 13, 2015, at W9154 CTH S, in the Town of Beaver Dam, Dodge County, Wisconsin (flooding event). Sandi Kitelinger and family are tenants of real property and owners of items of personal property located at W9154 CTH S. Sandi Kitelinger and family seek money damages in the amount of \$17,596, for physical damage to items of personal property, including physical damage to motor vehicles, and various other expenses that they allegedly incurred as a result of the flooding event. The Clerk read a report from the Executive Committee recommending the claim be disallowed. A motion to approve the disallowance was made by Supervisor Maly and seconded by Supervisor Schraufnagel. Question by Supervisor J. Bobholz answered by Brian Field, Highway Commissioner. The vote was cast with 28 ayes, 2 noes, and 1 abstention, thereby disallowing the claim.

Ayes: Pollesch, Kottke, Nelson, J. Bobholz, Grebel, Greshay, Kriewald, Schaefer, Adelmeyer, Muche, Gohr, Johnson, Schraufnagel, Bischoff, Caine, Behl, Berres, Houchin, Roesch, Frohling, Schmidt, Duchac, Nickel, Maly, Hilbert, Stousland, Derr, Mattson. Total 28.

Noes: M. Bobholz, Uttke. Total 2.

Abstain: Miller. Total 1.

Absent: Marsik. Total 1.

The Clerk noted the following had been placed on the Supervisor's desks: a memo from the Gold Star Memorial Trail, 2015 Demographic and Land Use Trends for Dodge County, 2015 Annual Reports for the County Clerk's Office, Veteran's Service Office, and Human Services and Health Department, a memo

from the Wisconsin Counties Association, and the Dodge County Law Enforcement News (LENS). The Chairman ordered these be placed on file.

Chairman Kottke recognized four members who are retiring from the Board: Supervisor Houchin with four years of service, Supervisor Pollesch with twelve years of service, Supervisor Kriewald with thirty years of service, and Supervisor Caine with thirty years of service. Chairman Kottke thanked them for their time and dedication to the County. Supervisor Caine thanked the Board and the citizens of Dodge County for their support and trust during his tenure. Supervisor Houchin appreciated his time on the Board and thanked everyone for their support.

The County Clerk reminded those Board members not returning that current committee assignments remain in effect until the end of term, April 19, 2016. Also all Board members should clean out their desks and return all 2016 budget books not needed.

At 9:10 p.m. Supervisor Maly made a motion to recess until Tuesday, April 19, 2016 at 9:00 a.m. Supervisor Hilbert seconded the motion. The motion passed by acclamation, with no negative votes cast, and was so ordered by the Chairman.

Disclaimer: The above minutes may be approved, amended or corrected at the next meeting.

Notice of Meeting of the Dodge County Board of Supervisors

There will be a meeting of the Dodge County Board of Supervisors on **Tuesday, April 19, 2016**, at **9:00 A.M.** in the County Board Room located on the fourth floor of the Administration Building, located at 127 East Oak Street, Juneau, Wisconsin.

The Agenda for the Meeting is as follows:

Call to Order by Russell Kottke, County Board Chairman

Pledge of Allegiance

Roll Call and Oath of Office

Statement of Election by County Clerk

Introduction of New County Board Members

Approve Minutes from March 15, 2016, County Board Session

Communications on File

Take formal action to decide whether or not secret ballots will be used to elect the County Board Chairman, the 1st Vice Chairman, and the 2nd Vice Chairman

Special Orders of Business

Elections

County Board Chairman

1st Vice Chairman

2nd Vice Chairman

Members at Large – Executive Committee

Five Members to Highway Committee

Take formal action to select Annette Thompson, Dodge County School District Superintendent, as a member of the UW Extension Education Committee. (See UW Extension Education Committee Description in *Official Directory for Dodge County*.)

Elections (continued)

UW-Extension Education Committee

Supervisor Miller, Chairman, Law Enforcement Committee

Sheriff Dale Schmidt

Sheriff's Office Annual Report

Resolutions on File

16-01 County Board Rules – Executive Committee.

16-02 General Fund Transfer - \$128,800 – Engage Engberg Anderson Architects to provide Architectural Design Services for the Detention Facility Pipe Removal and Replacement Project – Building Committee.

16-03 Authorize Purchase of One Tractor with Side and Rear Flail Mowers – Highway Committee.

Report on File

1. Resolution 16-04 – Unfavorable Report on Petition of Rudy Zahn – Section 21, Town of Oak Grove – Planning, Development and Parks Committee.

Claims on File

1. A claim by Barbara Schuett for money damages in the amount of \$3,780.19, for costs to repair a 2007 Chevrolet Silverado pickup truck (pickup truck) was received in the Office of the Dodge County Clerk on March 2, 2016. The claim arises from an incident that is alleged to have occurred on February 16, 2016, at or about 4:00 p.m., wherein Ms. Schuett was operating the pickup truck southbound on CTH R, in the Town of Lebanon, Dodge County, Wisconsin, and wherein at or near the same time, and near the same location, an employee of the Dodge County Highway Department was operating a plow truck owned by the Dodge County Highway Department northbound on CTH R, with the salt spreader in operation, and wherein pieces of salt that had been discharged from the salt spreader collided with the windshield and the entire left side of the pickup truck that Ms. Schuett was operating, and thereby damaged the windshield and the entire left side of the pickup truck, and the cost to repair this damage is \$3,780.19.
2. A claim by Progressive Universal Insurance Company (Progressive), as subrogee of Timothy D. Henson, Jr. (Mr. Henson), for recovery of Progressive's loss in the amount of \$12,145.15, and for recovery of Mr. Henson's insurance policy deductible amount of \$1,000, for a total of \$13,145.15, was received in the Office of the Dodge County Clerk on March 28, 2016. The claim arises from an incident that is alleged to have occurred on January 13, 2016, at or about 12:29 p.m., wherein Mr. Henson was operating a 2013 Ford Focus Titanium automobile (automobile) southbound on Boulder Road, near its intersection with STH 16, in the Town of Emmet, Dodge County, Wisconsin, and wherein at or near the same time, and at or near the same location, an employee of the Dodge County Highway Department was operating a plow truck owned by the Dodge County Highway Department, and wherein while the plow truck operator was backing up the plow truck in an easterly direction, and while Mr. Henson was passing by the left side of the plow truck, the salt spinner located on the left rear corner of the plow truck, and the right side of the automobile collided, and thereby damaged the right side of the automobile to the extent that the estimated cost to repair the automobile is \$11,373.62, and wherein Progressive declared the automobile a "total loss", and paid Mr. Henson \$14,712.90, which represents the market value of the automobile (\$15,712.90), less Mr. Henson's insurance policy deductible amount of \$1,000. Progressive sold the damaged automobile and received a net salvage amount of \$2,567.75. The amount of Progressive's loss, for which Progressive seeks recovery, is \$12,145.15 (\$14,712.90 which is the amount that Progressive paid to Mr. Henson, less \$2,567.75, which is the net salvage amount that Progressive received when it sold the damaged automobile). Progressive also seeks recovery of Mr. Henson's insurance policy deductible in the amount of \$1,000.

Photocopies of the claim documents are on file in the Office of the County Clerk and may be viewed there during normal business hours.

Set Next Meeting Date & Time

Recess

Any person wishing to attend who, because of a disability, requires special accommodation, should contact the Dodge County Clerk's Office at (920) 386-3600, at least 24 hours before the scheduled meeting time so appropriate arrangements can be made. The building entrance which is accessible by a person with a disability is located on the east side of the building off of Miller Street. Any invocation that may be offered before the official start of the Board meeting shall be the voluntary offering of a private citizen, to and for the benefit of the Board. The views or beliefs expressed by the invocation speaker have not been previously reviewed or approved by the Board, and the Board does not endorse the religious beliefs or views of this, or any other speaker.

RESOLUTION NO. 16-1

TO THE HONORABLE BOARD OF SUPERVISORS OF DODGE COUNTY, WISCONSIN MEMBERS,

WHEREAS, the undersigned Committee has determined that the Rules Of Order Governing The County Board Of Supervisors Of Dodge County, WI for the period of time commencing on April 19, 2016, and ending on April 17, 2018, both inclusive, should be the same as those set forth in the Official Directory For Dodge County dated June of 2015, with certain exceptions;

SO, NOW, THEREFORE, BE IT RESOLVED, that, effective immediately, the Rules Of Order Governing The County Board Of Supervisors Of Dodge County, WI for the period of time commencing on April 19, 2016, and ending on April 17, 2018, both inclusive, shall be the same as those set forth in the Official Directory For Dodge County dated June of 2015, except that:

1. Rule No. 10 shall be amended to read as follows:

RULE NO. 10

10. When the Voting System machine is operational, any member who wishes to address the Board shall first push the ~~blue "Call-In"~~ **Request to Speak** button located on the member's desk **voting device**, and obtain the recognition of the Chairman. When the Voting System machine is not operational, any member who wishes to address the Board shall first rise from the member's seat and obtain the recognition of the Chairman. When two or more members rise at the same time, the member that the Chairman recognizes shall have the floor. No member shall be interrupted while speaking except by a call for the orders of the day.

2. Rule No. 30 shall be deleted and replaced with New Rule No. 30 to read as follows:

**CURRENT COUNTY BOARD
RULE NO. 30**

~~30. Except for the Highway Department, the Highway Committee, the Information Technology Department, the Information Technology Committee, Clearview, the Health Facilities Committee, the Physical Facilities Maintenance Department, and the Building Committee, all department purchases of equipment and supplies and all department leases of equipment shall be made according to the following:~~

~~A. All requests to purchase or lease must first be presented to the Committee advising the department and upon approval, may then be submitted to either the Finance Committee or the County Board for approval as required in paragraphs B, and C below.~~

~~B. Approval of the Committee advising the department and approval of the Finance Committee is required for:~~

~~1. Any single purchase in excess of \$3,000.00 and not more than \$15,000.00; or,~~

~~2. Any lease of equipment with a term over 90 days that has a fair market value at the beginning of the lease term between \$2,000.00 and \$15,000.00.~~

C. Approval of the Committee advising the Department and approval of the Board is required for:

1. ~~Any single purchase in excess of \$15,000.00; or,~~
2. ~~Any lease of equipment with a term over 90 days that has a fair market value at the beginning of the lease term in excess of \$15,000.00.~~

~~The Highway Department, the Highway Committee, the Information Technology Department, the Information Technology Committee, Clearview, and the Health Facilities Committee, require County Board approval for the following purchases and leases:~~

1. ~~Any single purchase of equipment in excess of \$50,000.00, except for emergency situations involving patient care at Clearview; and,~~
2. ~~Any lease of equipment with a term over 90 days that has a fair market value at the beginning of the lease term in excess of \$50,000.00, except for emergency situations involving patient care at Clearview.~~

~~The Physical Facilities Maintenance Department and the Building Committee require County Board approval for the following purchases and leases:~~

1. ~~Any single purchase of equipment in excess of \$20,000.00; and,~~
2. ~~Any lease of equipment with a term over 90 days that has a fair market value at the beginning of the lease term in excess of \$20,000.00.~~

PROPOSED COUNTY BOARD RULE NO. 30

30. All Department purchases of equipment and supplies shall be made according to the following:

- A. **All budgeted requests for a single purchase or lease of equipment or supplies, \$10,000 and up to \$50,000 shall first be presented to the Committee advising the department.**
- B. **Any planned purchase or lease of equipment greater than \$50,000 must be identified on the adopted Five Year Capital Improvement Plan.**
- C. **If a Department Head deems that an emergency purchase, rental, or contract for service is necessary, they are authorized to do so and report such to County Administrator, Finance Director and Committee Chair as soon as possible.**
- D. **All requests for a single purchase or lease of equipment or supplies greater than \$50,000 shall be presented to the Committee advising the department for recommendation to the County Board of Supervisors.**

3. Rule No. 37 shall be amended to read as follows:

RULE NO. 37

37. Any requests for newly created positions, or changes to positions as described as follows, which will first become effective in the next succeeding year, will require approval of the County Board in the form of a resolution and will not be considered for inclusion in ~~a budget~~ the Dodge County Budget for the next succeeding year, unless approved at or prior to the August County Board meeting: newly created regular full-time positions; newly created regular part-time benefited positions; part-time positions that are increased to full-time; and, part-time non-benefited positions that are increased to part-time benefited positions.


4. The paragraph pertaining to the Finance Committee shall be amended to read as follows:


Finance Committee


The Finance Committee shall be comprised of five (5) Board members, ~~one of whom shall be a farmer~~. The five (5) members shall be appointed by the Chairman and confirmed by the Board. It shall draft or have submitted to it all resolutions for expenditures of money and make recommendations thereon to the Board, and authorize the transfer of funds within departments. The County Board delegates to the Finance Committee the authority to approve or deny tax-exempt leases of equipment proposed by all committees of the County Board. The County Board delegates to the Finance Committee pursuant to Wis. Stat. §66.0603, the authority to temporarily invest such unused County funds and to arrange for the safekeeping of securities, their sale, reinvestment or redemption as it may deem proper. This Committee shall not have the power to appropriate any money from the General Fund. It shall recommend to the County Board methods of financing county projects and indebtedness. The Finance Committee shall act as an advisory and policy-making body for the offices of the County Finance Director, the Finance Department, the Central Services Department and the Veterans Service Office. The Committee shall act as an advisory and policy-making body, to the extent permitted by law, for the Offices of the County Clerk and the County Treasurer.

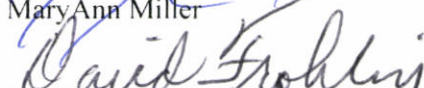
All of which is respectfully submitted this 19th day of April, 2016.

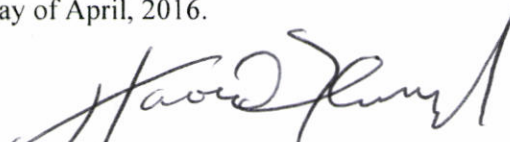
Dodge County Executive Committee:


Russell Kottke



Donna Maly

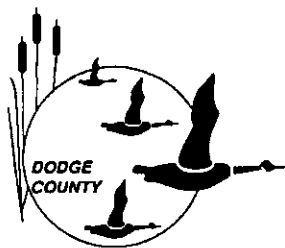

Mary Ann Miller


David Frohling


Harold Johnson


Joseph M. Marsik


Jeff Berres



Dodge County Maintenance Dept.

Physical Facilities
127 E. Oak Street
Juneau, WI 53039-1329
(920) 386-3665 FAX: (920) 386-3264

Russ Freber
Director

DATE: April 8, 2016

TO: Honorable Dodge County Supervisors

From: Russell Freber

RE Sewer Pipes

In 2012 the Dodge County Physical Facilities Department received numerous complaints of sulfur smell throughout the Courthouse. The Physical Facilities Department investigated the smell and determined that the cast iron vent and sewer pipes were compromised. (note –the Courthouse and Detention Facility were constructed 1999-2000). Dodge County hired Architectural Firm Engberg Anderson along with Engineering Concepts to develop specifications and bid documents to replace all sanitary vent and waste lines with PVC pipe in the Dodge County Courthouse. A sampling of sanitary piping in the Detention Facility was also conducted to determine the condition of the vent and waste lines. The investigation determined the piping was in acceptable condition.

Steps were taken to reduce the possible causes of the pipe deterioration which included removing garbage disposals and replacing them with a pulper system. Also the grease interceptor was replaced and an aeration system was installed to reduce the possibility of Hydrogen Sulfite gas being produced. The pipe replacement project lasted about 4 months with a total cost of approximately \$ 712,000.00.

In January 2016 Physical Facilities investigated a problem with one of the shower drains in the Detention Facility. We found that the vent and sanitary line showed deterioration that we had experienced in the Courthouse back in 2012. After looking at different locations of the facility and finding more of the same it was determined to place a camera down the pipes for a better look at the condition of the pipe. The piping throughout the jail is cast iron with PVC below floor level. I discussed my findings with the Building Committee and the County Administrator Jim Mielke and it was determined to contact Engberg Anderson again to discuss what options would be best for the County. After consulting with RTM formally (Engineering Concepts) and showing them pictures of the condition of the pipes it was determined the best long term solution for the County is to replace all cast iron vent and sanitary pipes in the Dodge County Detention Facility. Engberg Anderson has submitted an agreement for Architectural Design Services for Pipe Replacement Project at the Dodge County Detention Facility in the amount of \$ 128,800. The agreement is included with the packet for your review. The plan is to solicit bids in late summer in order to determine a firm cost for consideration in the 2017 budget.

Representatives of Engberg Anderson and RTM will be in attendance at the April 19th County Board meeting to address your questions.

Russ Freber
Dodge County Physical Facilities Director

RESOLUTION NO. 16-02

TO THE HONORABLE BOARD OF SUPERVISORS OF DODGE COUNTY, WISCONSIN
MEMBERS:

WHEREAS, the Dodge County Building Committee has considered the maintenance and repair needs of the Dodge County Detention Facility, and has determined that it is necessary to remove all of the cast iron sanitary and vent piping in the Detention Facility, and replace it with PVC piping, and insulate some of the PVC piping with fireproof material (Detention Facility pipe removal and replacement project); and,

WHEREAS, the Building Committee solicited a proposal from Engberg Anderson Architects, for the provision of architectural design services for the Detention Facility pipe removal and replacement project, including, but not limited to, development of a digital Revit Model of "as-built" design drawings from existing paper files and field verifications, preparation of construction documents, submission of documents to regulatory authorities, development of a bid package and assistance with the bidding process, and construction administration; and,

WHEREAS, the Building Committee received a proposal from Engberg Anderson Architects to provide architectural design services for the Detention Facility pipe removal and replacement project for a fee of \$128,800, a copy of which proposal has been marked for identification as Exhibit "C", and has been attached hereto; and,

WHEREAS, Dodge County engaged Engberg Anderson Architects in 2012 to provide architectural design services for a maintenance and repair project that consisted of the removal of all of the cast iron sanitary and vent piping in the Courthouse portion of the Dodge County Justice Facility, and its replacement with PVC piping, and the insulation of some of the PVC piping with fireproof material (Courthouse pipe removal and replacement project); and,

WHEREAS, it is the considered conclusion of the Building Committee that, based upon the Building Committee's favorable experience with Engberg Anderson Architect's provision of architectural design services for the Courthouse pipe removal and replacement project, Dodge County should engage Engberg Anderson Architects to provide architectural design services for the Detention Facility pipe removal and replacement project; and,

WHEREAS, no funds have been budgeted in the 2016 Dodge County Budget to engage Engberg Anderson Architects to provide architectural design services for the Detention Facility pipe removal and replacement project; and,

WHEREAS, there are funds in the amount of \$128,800 in Business Unit 100.3429, Unassigned General Fund, available for transfer and sufficient to pay Engberg Anderson Architects for the provision of architectural design services for the Detention Facility pipe removal and replacement project, in the amount of \$128,800; and,

WHEREAS, the Building Committee recommends that the Dodge County Board of Supervisors:

1. Authorize and direct the Dodge County Building Committee to proceed forthwith to engage Engberg Anderson Architects to provide architectural design services for the Detention Facility pipe removal and replacement project, including, but not limited to, development of a digital Revit Model of "as-built" design drawings from existing paper files and field verifications, preparation of construction documents, submission of documents to regulatory authorities, development of a bid package and assistance with the bidding process, and construction administration, for a fee of \$128,800; and,

2. Authorize and direct the Dodge County Finance Director to transfer the sum of \$128,800 from Business Unit 100.3429, Unassigned General Fund, to Business Unit 2902, Corrections Building Maintenance, Account No. .5822, Buildings;

SO, NOW, THEREFORE, BE IT RESOLVED, that the Dodge County Board of Supervisors hereby:

1. Authorizes and directs the Dodge County Building Committee to proceed forthwith to engage Engberg Anderson Architects to provide architectural design services for the Dodge County Detention Facility pipe removal and replacement project, including, but not limited to, development of a digital Revit Model of "as-built" design drawings from existing paper files and field verifications, preparation of construction documents, submission of documents to regulatory authorities, development of a bid package and assistance with the bidding process, and construction administration, for a fee of \$128,800; and,
2. Authorizes and directs the Dodge County Finance Director to transfer the sum of \$128,800 from Business Unit 100.3429, Unassigned General Fund, to Business Unit 2902, Corrections Building Maintenance, Account No. .5822, Buildings; and,

BE IT FINALLY RESOLVED, that upon presentation to the Dodge County Clerk of invoices properly approved by the Dodge County Physical Facilities Director, in a total amount not to exceed \$128,800, representing the costs of architectural design services for the Detention Facility pipe removal and replacement project, provided by Engberg Anderson Architects, the County Clerk is hereby authorized and directed to issue orders upon the Dodge County Treasurer for payment of such invoices, and that funds for payment of such invoices shall be taken from Business Unit 2902, Corrections Building Maintenance, Account No. .5822, Buildings.

All of which is respectfully submitted this 19th day of April, 2016.

Dodge County Building Committee:

Rodger Mattson
Rodger Mattson

Chester Caine
Chester Caine

Dennis Schmidt
Dennis Schmidt

Mark Roesch
Mark Roesch

Thomas Nickel
Thomas Nickel

FISCAL NOTE:

Is the referenced expenditure included in the adopted 2016 Budget? ____ Yes or X No

Fiscal Impact on the adopted 2016 Budget:

\$ 128,800

Fiscal Impact reviewed by the Dodge County Finance Committee on 4/12, 2016.

David Frohling
David Frohling, Chairman
Dodge County Finance Committee

Copy



1 March 2016

AGREEMENT FOR ARCHITECTURAL DESIGN SERVICES DODGE COUNTY DETENTION FACILITY – PIPE REPLACEMENT

between

and

Russ Freber
Physical Facility Maintenance Director
Dodge County

Engberg Anderson, Inc.
320 E. Buffalo Street, Suite 500
Milwaukee, WI 53202

Engberg Anderson Project No. 162568.00

Dear Russ,

Engberg Anderson is pleased to submit this proposal for architectural design services. This proposal is based on our current understanding of the project. We ask that you review the scope, schedule and fee proposed and identify any concerns or questions in this regard. If the proposal is acceptable, please sign both copies and return one for our records.

SCOPE OF BASIC SERVICES

PROJECT UNDERSTANDING

We understand the project consists of replacing defective plumbing sanitary waste and vent piping in a detention portion of a criminal justice facility. We further understand the work will be provided in a fully occupied, high-security building requiring detailed phasing and coordination for the owner's purposes.

The extent of the defective piping is not fully known but is believed to cover all areas except the administration. Replacing the piping involves coordinating extensive amounts of cutting and repair to existing walls, floors and ceilings and other surfaces to match existing and maintain security integrity.

PROJECT PARAMETERS

Schedule

We understand work to commence upon receipt of approved agreement, but no later than June 15, 2016 to provide bid documents in early August 2016. Construction will begin on or about January 1, 2017 with a planned construction period not to exceed 9 months. We will continue to work with the owner to develop key milestone dates upon commencement of the project.

Owner Supplied Information/Responsibilities

The complexity of the project requires the Owner to direct the project scheduling/phasing and coordinate all security measures related to the successful completion of the project.

In addition the Owner will need to supply information during the project to support the design and construction efforts:

- Existing Building and Site Drawings in paper format
- Any Environmental Assessments or Hazardous Materials Reports
- Budget updates

METHODOLOGY

Engberg Anderson will work with the Owner through the design phase until project completion to develop strategies toward construction techniques and phasing to minimize construction costs impacts to the daily operations of the facility.

WORK PLAN

A detailed Work Plan will be developed with the owner to meet major milestone date and will generally include:

- Developing a digital Revit Model of "as-built" design drawings from existing paper files and field verifications.
- Preparing Construction Documents
- Submitting documents to regulatory authorities
- Development of one (1) bid package and assistance with the bidding process
- Construction Administration

DELIVERABLES

Within this approach we will produce the following:

- Drawings necessary for progress review with Owner
- Digital Revit Design Model of building architecture and plumbing waste and vent lines
- Construction Documents including drawings and specifications
- As Built Drawings

The materials will be prepared by Engberg Anderson in a professional manner acceptable to the Owner.

FEE PROPOSAL

FEE

Based on the current project understanding, we propose to complete the outlined services for a fee of \$128,800. This amount includes engineering fees for plumbing work identified above. This amount includes 16 trips to the site for meetings, site visits or punch list coordination.

As with all agreements, if the scope of the work or parameters under which the work is performed are modified, we reserve the right to review the fees related to these modifications and make mutually agreeable adjustments.

PROGRESS PAYMENTS

Invoices shall be submitted monthly and shall reflect the status of the work at the time of the invoice. Payments based on the invoices shall be made in accordance with established review and approval procedures. Amounts outstanding over 45 day shall accrue interest at a rate of 2 points above the prevailing prime rate.

Time & Materials Rate Schedule

Invoices for basic and additional services will be based on time charged to the project during the invoice period. The time will charged based on the attached ***Current Rate Schedule*** up to the limits specified for each service.

REIMBURSABLE EXPENSES

In addition to the Fees, expenses incurred in the course of completing the work will be invoiced to the Client in accordance with the attached ***Reimbursable Expenses Exhibit***. Detailed records of reimbursable expenses shall be included in monthly invoices.

Expenses shall be invoiced at 1.1 times our cost.

Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect. The Architect currently maintains the coverages identified in the ***Insurance Coverages Exhibit***.

OTHER TERMS

ADDITIONAL SERVICES

No additional service will be undertaken without a defined scope and written authorization. Any Additional Service will be itemized and invoiced against a limit established and agreed to in writing by both parties. Any additional service shall be invoiced separately to allow tracking of project expenses.

USE OF MATERIALS

The Architect agrees to furnish, upon completion of this Agreement, upon termination and upon demand by the County, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Architect pursuant to this Agreement, and without restrictions or limitation as to the use relative to specific Projects covered under this Agreement. In such event, the Architect shall not be liable for the use of such documents by the County or others.

TERMINATION

Both parties acknowledge each other's right to terminate this agreement with 15 days written notice and without cause. Upon such notification all product of the design effort completed to that point becomes the property of the County and any fees earned to that point become due.

ATTACHMENTS

The following Exhibits are made part of this agreement:

- Exhibit: General Conditions
- Exhibit: Current Rate Schedule
- Exhibit: Reimbursable Expenses
- Exhibit: Insurance Coverages

ACCEPTANCE

If you have questions concerning any aspect of this proposal, please call. As with all agreements, this document has important legal consequences and you are encouraged to consult with your legal counsel. We ask that an individual authorized to bind the Owner to this agreement sign two copies of the agreement. Keep one for your records, and return the second to us. We will begin work upon receipt of the signed copy.

For:
ENGBERG ANDERSON, INC.

Signature: 

Name: William G Robison, AIA

Title: Partner

Date: March 1, 2016

For:
DODGE COUNTY

Signature: 

Name: Russell Freber

Title: Physical Facilities Director

Date: April 11, 2016

Copied Mark C. Taylor, AICP, Assoc. AIA, | Engberg Anderson
EA File Name: 162568 Agreement for Architectural Design Services.docx



Dodge County Detention Facility – Pipe Replacement

March 3, 2016

TERMS & CONDITIONS OF THE AGREEMENT

GENERAL

The provisions of these Terms & Conditions are made part of the Agreement.

DISPUTE RESOLUTION

All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this agreement shall be initially negotiated between the designated project representatives of both parties prior to Mediation.

If negotiation between designated project representatives does not result in a settlement of the matter, it shall be referred to the principal of each firm or its designee for joint discussion and attempted resolution of the matter.

Both parties agree that if the matter cannot be resolved by mutual agreement of the principals, the matter will be referred to an alternate dispute resolution process, which initially shall be mediation.

PAYMENTS TO THE ARCHITECT

Within 30 days of receipt of invoice for services performed, Owner shall examine the invoice in detail to determine its accuracy and completeness. Owner shall raise any questions or objections, which it may have regarding the invoice within this period. After such period the Owner waives any question or objection to the services described in the invoice not previously raised. The Architect shall be entitled to recover all costs, including attorney's fees, incurred in enforcing any provision of this Agreement.

In the event the Owner fails to make payment when due, or the Owner and Architect disagree as to whether the Owner has improperly failed to make payment, the Architect shall be entitled to suspend performing services under the contract until either the dispute has been resolved or else the Owner places a sum equal to the amount in dispute into an escrow account, reasonably satisfactory to both parties, which specifies that the escrow agent shall distribute the escrow sum between the parties in accordance with any agreement, arbitration award or court judgment entered resolving the dispute.

LIABILITY

LIMITATION OF LIABILITY

Owner and persons claiming through Owner agree to limit the liability of the Architect, its agents, consultants and employees for all claims arising out of, in connection with or resulting from the performance of services under this Agreement to an amount equal to the aggregate of the amount of fees paid under this Agreement.

STANDARD OF CARE & DISCLAIMER OF WARRANTIES

Nothing contained in this Agreement shall obligate or require the Architect to exercise professional skill and judgment greater than that which can be reasonably expected from other typical Architects performing similar services to those required hereunder. Architect makes no warranties, express or implied. This limitation shall not be modified by any certification or representation made by the Architect as an accommodation upon request of the Owner. Architect shall not be responsible for any failure to follow or apply any knowledge or techniques which are not generally known, acknowledged or accepted as of the time during which the Architect is performing the services under this Agreement. The foregoing is referred to as the "Standard of Care."

The parties acknowledge that no set of plans and specifications is entirely free of errors and omissions and that the existence of an error or omission does not automatically establish a breach of the Standard of Care. The Owner shall establish a reasonable contingency line item in the construction budget to cover additional costs resulting from errors and omissions, and the Architect shall not be liable therefore unless the errors and omissions both exceed a reasonable contingency amount and constitute a breach of the Standard of Care.

RESPONSIBILITY FOR CODE COMPLIANCE

The Architect shall conform the Drawings and Specifications to all applicable federal, state and local laws, ordinances, statutes, rules, regulations, orders and other legal requirements, including but not limited to all zoning, building, occupancy, environmental and land use laws, requirements, regulations and ordinances relating to the construction, use and occupancy of the Project (collectively called "Governmental Requirements") existing on the date of this Agreement.

However, the Owner recognizes that interpretations by government officials ("Code Authorities") are often subject to change even after issuance of a building permit. If after award of the building permit, modifications to the Drawings or Specifications are required because of an interpretation by the Code Authority which had not been previously given, or which if given, was different than a prior interpretation of the Code Authority, the Architect shall make such required modifications, but the cost of such modifications shall be compensated as a Contingent Additional Service.

Nothing contained herein shall relieve the Architect of its obligations to modify at its own expense Plans and Specifications where the Architect has negligently failed to prepare them in compliance with applicable Government Requirements.

The Architect shall conform the Drawings and Specifications to the requirements known to similarly situated architects of the Americans with Disabilities Act Accessibility Guidelines ("ADAAG"). Owner shall be solely responsible for compliance with the remaining provisions of the Americans with Disabilities Act ("ADA"). Owner and Architect further recognize that interpretations of the ADAAG by governmental officials and/or courts of law may evolve, vary or change. Should such evolution, variance or change require the Architect to make modifications to the Drawings or Specifications, such modifications shall be considered an Additional Service.

INDEMNITY FOR DEVIATIONS

The Owner may choose to disregard the advice of the Architect or may otherwise choose to deviate during construction from the printed documents prepared by the Architect. Accordingly, the Owner hereby agrees to indemnify and hold harmless the Architect, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees and economic damages, arising out of, in connection with, or resulting from the performance of (or failure to perform) and aspect of construction of the Project, where the Owner has knowingly authorized or permitted an deviation from any document prepared by the Architect which, over Architect's objection, has not been corrected or where the Owner has elected not

to follow any written recommendation of the Architect. In the event that the Architect or any other party indemnified hereunder is required to bring an action to enforce the provisions of this indemnity, the indemnifying party shall pay the attorney's fees and costs incurred by the indemnified party in bringing this action.

INSTRUMENTS OF SERVICE & ELECTRONIC MEDIA

The license under the Agreement for Instruments of Service is only for information contained on printed documents. For the Owner's convenience, the Architect may also furnish such information in electronic media. However, untraceable changes from causes not the fault of the Architect may sometimes occur in the information on electronic media, caused by the media conversion and changes in software. In such event, the Owner agrees to indemnify the Architect, its employees and consultants for and against all claims, losses and expenses (including reasonable attorneys defense fees and those incurred to enforce this obligation) arising out of, resulting from or in connection with any deviations of the information in electronic media for that in the printed documents. This indemnity shall survive the termination of this Agreement.

Instruments of Services, prepared by the Architect and the Architect's consultants, shall be jointly owned, along with the copyrights, by the Owner and the Architect and its consultants. The Owner shall not use the instruments of service in connection with any other project, not related to the construction, maintenance or additions to this project without the Architect's written consent. Unless such written consent is obtained, the Owner agrees to indemnify the Architect, its employees and consultants from and against all claims, losses and expenses (including reasonable attorneys defense fees and those incurred enforcing this obligation) arising from or in connection with any deviations from the Instruments of Service prepared by the Architect. This indemnity shall survive the termination of this Agreement.

The Owner shall have the right to request the Architect to furnish to the Contractor, subcontractors and material or equipment suppliers portions of the Instruments of Service in Electronic Format for their use in the execution of their portion of the Work. Such permission shall be granted contingent on those individuals and entities agreeing to use the information contained therein for reference only; to acknowledge that the information is an interim document and is not to be relied upon as complete or final; to confirm their obligation to conduct field measurements and verifications as required by the contract documents; to advise the Architect of any discrepancies or errors discovered in the information provided.

CONTRACTOR'S OBLIGATIONS

OBLIGATION TO INSURE FOR BODILY INJURY CLAIMS

Owner will require the Contractor and its subcontractors to purchase insurance to cover claims and other expenses, including the cost of defense, asserted against the Architect, its agents, employees and consultants for bodily injury, sickness, disease or death caused by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable. Such insurance shall state: "The coverage afforded the additional insureds shall be primary insurance for the insured or additionally insureds with respect to claims arising out of operations performed by or on behalf of the named insured. If the additional insureds have other insurance, which is applicable to the loss, such other insurance shall be treated as excess or contingent coverage. The extent of the insured's liability under this insurance policy shall not be reduced by the existence of such other insurance."

JOB SITE SAFETY

Notwithstanding any contrary or potentially ambiguous description of the Architect's services, it is intended that the Architect shall have no responsibility for job site safety on the project. The Contractor and subcontractors shall have full responsibility for job site safety on the Project. The Contractor and subcontractors shall have full responsibility for all safety programs and precautions in connection with the Work. When the Architect is present at the site, such presence shall be only for the purpose of endeavoring to protect the Owner against deviations or defects in the completed construction Work, and the Architect shall have no authority to take any action whatsoever on the site regarding safety precautions or procedures. No provision of this Agreement shall be interpreted to confer upon the Architect any duty owed under common law, under OSHA, or any other statute or regulation to construction workers or any other party regarding safety or the prevention of accidents at the job site.

EA File Name: 162568 General Conditions Exhibit.docx



Dodge County Detention Facility – Pipe Replacement

March 3, 2016

CURRENT RATE SCHEDULE

Time & Materials Rate Schedule

Invoices for any requested and approved additional services will be based on time charged to the project during the invoice period. The time will be charged based on the following schedule up to the limits specified for each service required.

Category	Hourly rate	Category	Hourly rate
Partner	\$160	Project Production	\$75 - \$110
Principal	\$120 - \$140	Senior Interior Designer	\$110
Project Team Leader	\$90 - \$120	Interior Designer	\$90-\$110
Project Architect	\$95-\$110	Administrative/Graphics	\$75 - \$110
Project Designer	\$95-\$110		

EA File Name: 162568 Current Rates Exhibit.docx



Dodge County Detention Facility – Pipe Replacement

March 3, 2016

INSURANCE COVERAGES EXHIBITS

Engberg Anderson currently maintains the coverages shown on attached Exhibit A and attached Exhibit B, the costs of which are included in the base fees proposed for the project. Additional coverage is negotiated on a project by project basis.



ENGBAND-01

MNOWAK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Johnson Insurance Madison 525 Junction Road Madison, WI 53717	CONTACT NAME:		
	PHONE (A/C. No. Ext.): (608) 203-3880	FAX (A/C. No.): (877) 254-8586	
	E-MAIL ADDRESS: info@johnsonins.com		
INSURED Engberg Anderson, Inc. 320 E. Buffalo, Ste. 500 Milwaukee, WI 53202-5883	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: RLI Insurance Group		13058
	INSURER B: Lexington Insurance Company		19437
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		PSB0004073	01/15/2016	01/15/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PSA0001651	01/15/2016	01/15/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		PSE0003107	01/15/2016	01/15/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ Aggregate \$ 5,000,000 X PER STATUTE OTH-ER
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	PSW0002333	01/15/2016	01/15/2017	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab		024647149	01/01/2016	01/01/2017	Each Claim 2,000,000
B	Professional Liab		024647149	01/01/2016	01/01/2017	Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Corey, John

From: Mark Taylor <markt@engberganderson.com>
Sent: Friday, April 08, 2016 10:47 AM
To: Freber, Russell; Corey, John; Mielke, James
Subject: 162568.00 - Pipe Replacement - Insurance Certificate
Attachments: 1617 CERTS All Cov - Evidence of Insurance.pdf

Team:

Attached is the insurance certificate as requested.

In summary Engberg Anderson, Inc has the following coverages in place:

- Commercial General Liability with limits of \$2,000,000 per occurrence and a \$4,000,000 general aggregate. No deductible applies to this coverage.
- Auto Liability coverage with \$1,000,000 combined single limit.
- Umbrella Liability with limits of \$5,000,000 and the following policies as underlying Commercial General Liability, Auto Liability and Employers Liability. No deductible applies to this coverage.
- Workers Compensation statutory coverage and Employers Liability coverage with \$1,000,000/\$1,000,000/\$1,000,000 limits.
- Professional Liability coverage with a \$2,000,000 per claim limit and a \$2,000,000 aggregate limit. Per claim deductible of \$100,000.

If you need any additional information or clarification feel free to contact Mary Jo Nowak. She will be able to better answer any questions pertaining to the insurance.

Mary Jo Nowak, AU, CIC, ARM, RPLU | Account Manager | Johnson Insurance Services
525 Junction Road | Madison, WI 53717 | ☎ 608.203.3893 | 📠 877.254.8586 | mnowak@johnsonins.com.

Enjoy your weekend.

-mark



Mark C. Taylor, AICP, Assoc. AIA
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Dodge County Detention Facility – Pipe Replacement

March 3, 2016

REIMBURSABLE EXPENSES EXHIBIT

In addition to the Fees included in the Agreement, expenses incurred in the course of completing the work will be invoiced to the Owner in accordance with the following parameters.

- Transportation in connection with the Project:
 - 16 trips to the site for meetings, site visits or punch list coordination are *included* in the base fee. Additional mileage costs will apply only to additional required trips. The cost per round trip is calculated at \$72.00/vehicle.
 - Mileage is calculated using the prevailing IRS reimbursement rates.
 - Any limit or inclusion may be modified upon agreement between parties.
- Reproductions, plots, standard form documents, postage, handling and delivery of instruments of service.
 - An initial limit to the reimbursable reproduction expenses is proposed at \$1000.00.
 - The limit may be modified upon agreement between parties.
- Renderings, models and mock-ups other than those normally produced by the architect as a part of the process and requested by the Owner will be provided as an additional expense.
- The cost of plan review fees required and paid to authorities having jurisdiction over the project will be billed as a reimbursable expense with no markup. No limit on this service can be determined at this time.
- Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect. The Architect currently maintains shown in the attached ***Insurance Coverages Exhibits***.

EA File Name: 162568 Reimbursable Expenses Exhibit.docx

RESOLUTION NO. 16-03

AUTHORITY TO PURCHASE ONE TRACTOR WITH SIDE & REAR FLAIL MOWERS

TO THE HONORABLE BOARD OF SUPERVISORS OF DODGE COUNTY, WISCONSIN

Members:

WHEREAS, the Highway Department is in need of a tractor with side and rear flail mowers to adequately serve the needs of the Department, and

WHEREAS, the Highway Department requested quotations for a John Deere 4x4 tractor with Tiger right and rear mowers and received the following quotations:

<u>Vendor</u>	<u>J.D. Tractor</u>	<u>Mower</u>	<u>Cost</u>	
Ballweg Implement Co. Inc.	6105M	Tiger	\$110,992.83	
Mid-State Equipment	6110M	Tiger	\$116,471.91	
Mid-State Equipment	6110M	Diamond	\$103,000.00	Does not meet spec
Mid-State Equipment	6110M	Diamond	\$103,000.00	Does not meet spec
Serve Implement LLC	6105M	Tiger	\$104,870.00	
Riesterer & Schnell Inc.	6110M	Tiger	\$115,950.00	

and

WHEREAS, Serve Implement LLC of Brownsville, Wisconsin, had the lowest quotation that met specifications at \$104,870.00 which was determined to be in the best interest of the Highway Commission.

THEREFORE BE IT RESOLVED, the Dodge County Highway Committee is hereby authorized to purchase one John Deere 6105M 4x4 tractor with Tiger side and rear flail mowers from Serve Implement LLC at a cost of \$104,870.00.

THEREFORE BE IT FURTHER RESOLVED, the purchase cost is to be charged to Acquisition of Capital Assets Account No. 3281.

All of which is respectfully submitted this 19th day of April, 2016.


Harold J. Johnson - Chairman

Vote on Foregoing Resolution

Ayes _____ Noes _____ Absent _____



Chester Caine - Vice Chairman


Randy Grebel - Secretary

RESOLUTION

COUNTY CLERK

Jeff Berres


William T. Muche
DODGE COUNTY HIGHWAY COMMITTEE

Dodge County Highway Committee
Resolution for One Tractor with Side and Rear Flail Mowers

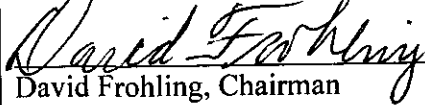
FISCAL NOTE:

Is the referenced expenditure included in the adopted 2016 Budget? X Yes or No

Fiscal Impact on the adopted 2016 Budget:

\$ 2016 Budget \$115,000 minus (-) 2016 Expenditure
\$104,870 equals (=) surplus of \$10,130

Fiscal Impact reviewed by the Dodge County Finance Committee on 4/12 , 2016.



David Frohling, Chairman
Dodge County Finance Committee

REPORT 1

TO THE HONORABLE DODGE COUNTY BOARD OF SUPERVISORS

We, the Dodge County Planning, Development and Parks Committee, hereby report unfavorably on the petition of Rudy Zahn requesting amendment of the Land Use Code, Dodge County, Wisconsin, to rezone land in part of the SW ¼, SW ¼, Section 21, Town of Oak Grove, from an A-1 Prime Agricultural Zoning District to an A-2 General Agricultural Zoning District to allow for the establishment of a salvage/junk yard and bus rental business on this site and recommend adoption of the attached resolution denying the request.

The committee has reviewed and considered the facts presented in the application and received at the public hearing and finds that the criteria listed in Section 2.3.4.1 of the Dodge County Land Use Code can not be met for this proposal. The committee finds that the industrial and waste related uses that are conditionally allowed within the A-2 General Agricultural zoning district may result in significant adverse impacts upon the surrounding properties, the adjacent community and the natural environment. The committee also finds that the property is best suited to uses that are allowed or conditionally allowed within the A-1 Prime Agricultural zoning district.

Respectfully submitted this 21st day of March, 2016.



Tom Schaefer

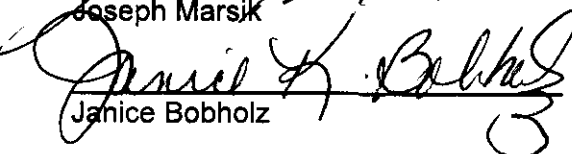


Allen Behl

Randy Grebel



Joseph Marsik



Janice Bobholz

Planning, Development and Parks Committee

Resolution No. 16-04

A resolution denying an amendment to the Land Use Code, Dodge County, Wisconsin to place certain lands in Section 21, T11N, R15E, Town of Oak Grove, in the A-2 General Agricultural Zoning District.

Whereas the subject matter of the petition to amend the Land Use Code has been duly referred to and considered by the Dodge County Planning, Development and Parks Committee and a public hearing having been held, after the giving of requisite notice of said hearing and a recommendation thereon having been reported to the Board of Supervisors, Dodge County, Wisconsin as required by Section 59.69 of the Wisconsin Statutes.

Whereas the Dodge County Planning, Development and Parks Committee has reviewed and considered the facts presented in the application and received at the public hearing relating to the subject matter of this Resolution for compliance with the criteria listed in Section 2.3.4.I of the Dodge County Land Use Code.

Whereas the Dodge County Planning, Development and Parks Committee has made the finding that the industrial and waste related uses that are conditionally allowed within the A-2 General Agricultural zoning district may result in significant adverse impacts upon the surrounding properties, the adjacent community and the environment. Additionally, the Committee has made the finding that the property is best suited to the uses that are allowed and conditionally allowed within the A-1 Prime Agricultural zoning district.

Whereas the Dodge County Planning, Development and Parks Committee has made the finding that the criteria listed in Section 2.3.4.I of the Dodge County Land Use Code cannot be met for this rezoning petition that is the subject matter of this Resolution and therefore has reported unfavorably on this petition.

So, now, therefore, be it resolved that the Dodge County Board of Supervisors hereby denies the petition to amend the Land Use Code, Dodge County Wisconsin as represented by "Exhibit A" attached to and made a part of this Resolution.

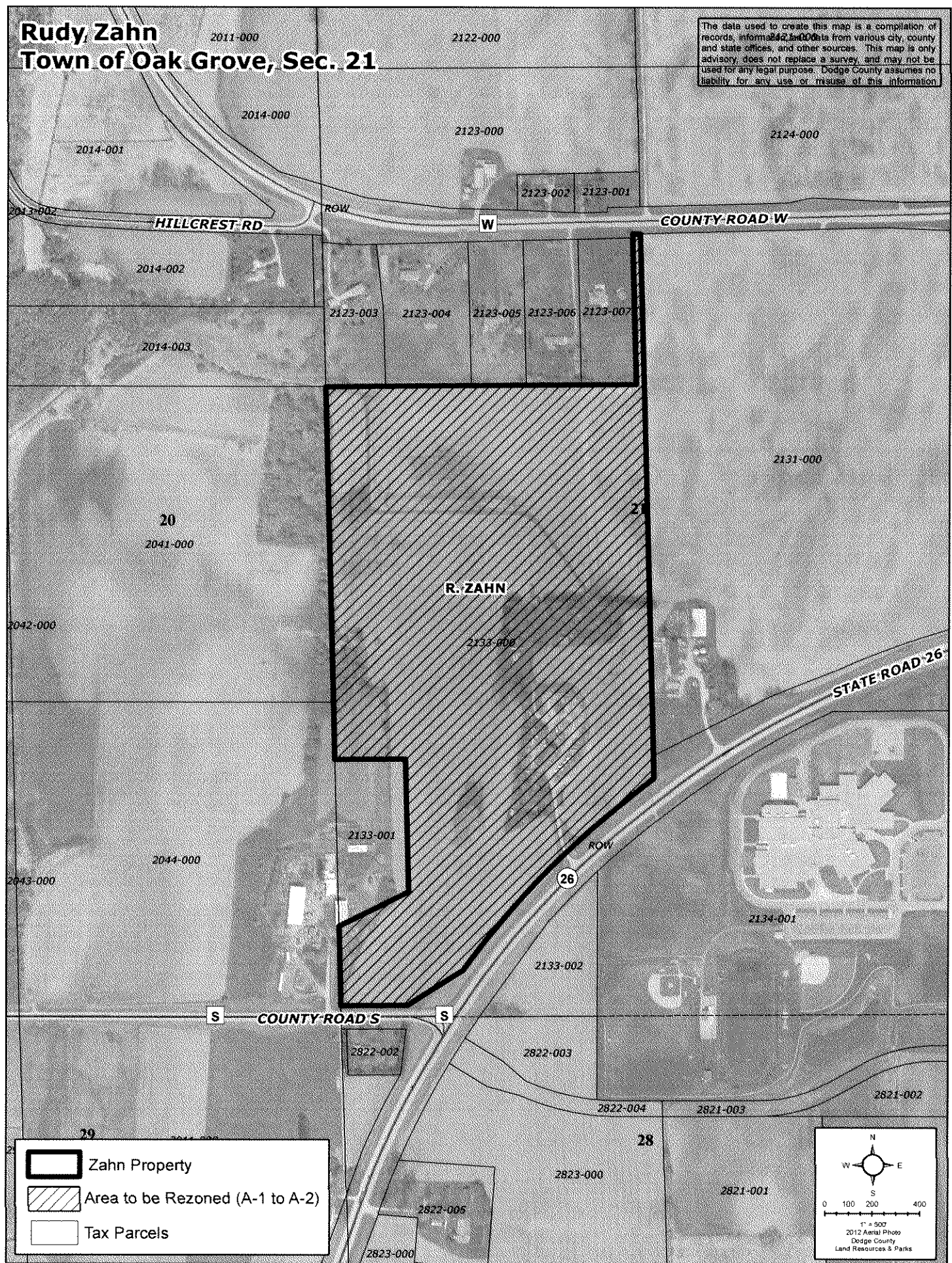
Resolution approved this _____ day of _____, 2016.


Russell Kottke
Chairman


Karen J. Gibson
County Clerk


Town of Oak Grove, Sec. 21

The data used to create this map is a compilation of records, information, and data from various city, county and state offices, and other sources. This map is only advisory, does not replace a survey, and may not be used for any legal purpose. Dodge County assumes no liability for any use or misuse of this information.



 Zahn Property

 Area to be Rezoned (A-1 to A-2)

 Tax Parcels

